(REV 10/98)	U.S. DEPARTMENT OF COMM	MERCE	X GRANT	COOPERATIVE AGREEMEN							
•			ACCOUNTING CO	DE							
	AMENDMENT TO	**See Attached** AWARD NUMBER									
FINΔNC	CIAL ASSISTANCE AW										
1 110 1110		``	25-42-B10503								
RECIPIENT NAME Cambridge Housing Authority STREET ADDRESS 675 Massachusetts Ave			AMENDMENT NUMBER 2 EFFECTIVE DATE AUG 17 2010								
						CITY, STATE ZIP			EXTEND WORK COMPLETION TO January 31, 2013		
								•			
Cambridge, MA 02139 CFDA NO. AND PROJEC	T TITI E		104	·							
	very and Reinvestment Act - PCC - CHA	Community Compu	iter Centers								
COSTS ARE REVIS FOLLOWS:	ED AS PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST							
FEDERAL SHARE OF CO	ST \$698,924.00	\$0.00	\$0.00	\$698,924.00							
RECIPIENT SHARE OF C	\$541,144.00	\$0.00	\$0.00	\$541,144.00							
TOTAL ESTIMATED COS	\$1,240,068.00	\$0.00	\$0.00	\$1,240,068.00							
Broadband Facilities and E SAC 20 Davis Bacon Act I	Equipment and SAC 17 Sale or Lease of Requirements. AND CONDITIONS REMAIN IN EFFECT		nased with Award Fun	ds; 3. Incorporate new							
ALL PREVIOUS TERMS A This Amendment appro By signing the three do attached, as well as pre	ved by the Grants Officer is issued in cuments, the Recipient agrees to com vious provisions incorporated into the	nply with the Amen ie Award. Upon ac	idment provisions ch ceptance by the Reci	ecked below and pient, two signed							
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Award Number: 25-42-B10503, Amendment Number 2

Federal Program Officer: George Brett

Requisition Number: 75

Employer Identification Number: 04-60-02081

Dun & Bradstreet No: 07-37-99215

Recipient ID: 2551911 Requestor ID: 2551911

Treasury Account Symbol (TAS): 0554

Award ACCS Information

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Award Contact Information

@d018141.\210E	on the Profes	อ⊒กะแ็	Enterior
Mr. Steven Swanger	Administrative	sswanger@cambridge-housing.org	(617) 520-6246

NIST Grants Officer:

Joyce Brigham 100 Bureau Drive, MS 1650 Gaithersburg, MD 20899-1650 (301) 975 - 6329

NIST Grants Specialist:

Alfred Dankyi 100 Bureau Drive, MS 1650 Gaithersburg, MD 20899-1650 (301) 975 - 8080

AMERICAN RECOVERY AND REINVESTMENT ACT BROADBAND TECHNOLOGY OPPORTUNITIES PROGRAM SPECIAL AWARD CONDITIONS CAMBRIDGE HOUSING AUTHORITY 25-42-B10503

3. The Federal Program Officer's name, address, and telephone number are:

George Brett
National Telecommunications and Information Administration
US Department of Commerce
1401 Constitution Ave., NW
Washington, DC 20230
Phone: (202) 482-2029; Fax: (202) 501-8009

Gbrett@ntia.doc.gov

7. Interest-Bearing Accounts:

This award is subject to 15 CFR 24.21 requiring recipients of Federal financial assistance to maintain advances of Federal funds in interest bearing accounts. Interest earned on Federal advances deposited in such accounts (with the exception of \$100 per year, which may be retained for administrative expenses) shall be remitted promptly.

The complete address for remitting checks for interest earned on Federal advances is Department of Health and Human Services, Payment Management System, P.O. Box 6021, Rockville, MD 20852. Recipients that do not have electronic remittance capability should send a check to this address. In keeping with Electronic Funds Transfer rules (31 USC part 206), interest should be remitted to the HHS Payment Management System through an electronic medium such as the FEDWIR Deposit System. Electronic remittances should be in the format and should include any data that are specified by the HHS as being necessary to facilitate direct deposit in HHS' account at the Department of Treasury.

11. Incorporation of Requirements from the Notice of Funding Availability (NOFA):

The recipient shall comply with the requirements found in the Department of Commerce, National Telecommunications and Information Administration Broadband Technology Opportunities Program, 74 FR 33104, July 9, 2009

http://www.ntia.doc.gov/frnotices/2009/FR BBNOFA 090709.pdf

13. Whistleblower Protection Act Requirement:

The Recipient shall comply with the Whistleblower Protection requirements of the American Recovery and Reinvestment Act (Recovery Act), Section 553 of Division A, Title XV, Public Law 111-5 which provides protection for employees of non-federal

employers including employees of state and local governments, contractors, subcontractors, recipients, and any other non-federal employers receiving Recovery Act fund recipients, making specified disclosures relating to possible fraud, waste, or abuse of Recovery Act funds. The act requires any non-federal employer receiving Recovery Act funds to post a notice of the rights and remedies provided under the Act. The Recipient shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) and shall include this notice requirement in all contracts with subrecipients, contractors, and subcontractors.

Recipients are reminded that the Office of Inspector General will verify the appropriate place of this poster as part of any field work conducted. Failure to display the poster may result in an audit finding. The poster can be downloaded from the following web site:

http://www.oig.doc.gov/recovery/whistleblower.html

- 15. Delete: Under-Served and Unserved Service Areas
- 16. <u>Delete:</u> Security Interest in Real Property including Broadband Facilities and Equipment
- 17. Delete: Sale or Lease of Real Property Purchased with Award Funds
- 20. Davis-Bacon Act Requirement

Consistent with U.S. Department of Commerce American Recovery and Reinvestment Act Award Term A.3., the Recipient shall obtain and maintain in its official records documentation of weekly certified payroll reports and the Statement of Compliance from itself and all subrecipients, contractors, and subcontractor(s) in accordance with Section 1606 of the American Recovery and Reinvestment Act of 2009 and the Davis-Bacon Act.

Davis-Bacon prevailing wage requirements apply to mechanics and laborers employed under federally assisted contracts or subcontracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works, pursuant to Department of Labor regulations at 29 C.F.R. Parts 1, 3, and 5.

The Recipient is not required to submit this documentation to NIST, except in response to a request for this information from its Grants Officer. The authorized representatives and agents of NIST shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.

Ten days prior to bid opening, any party soliciting a subrecipient, contractor, or subcontractor for work under this Award to which Davis-Bacon wage determinations apply must verify whether there have been any updates to the applicable Davis-Bacon wage determinations by reviewing the Department of Labor Wage Determinations

OnLine website, free of charge, at <u>www.wdol.gov</u>. If there have been updates to the wage determinations, then these updated wage rates must be issued in a bid addendum. The Davis Bacon wage rates that are current ten days prior to the bid opening are the wage rates that will govern work performed under such solicitation.